

CORRECTED COPY

CITY COUNCIL ATLANTA, GEORGIA

AN ORDINANCE BY COUNICLMEMBER HOWARD SHOOK
AS AMENDED BY FINANCE/EXECUTIVE COMMITTEE

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL **AGREEMENT DEKALB** COUNTY, GEORGIA, AND **ASHWOOD** DEVELOPMENT **COMPANY CONSENTING** TO ALLOCATION OF GOVERNMENTAL SERVICES TO BE PROVIDED TO PROPERTY OWNED AND DEVELOPED BY ASHWOOD DEVELOPMENT COMPANY WHICH IS LOCATED BOTH IN THE CITY OF ATLANTA AND DEKALB COUNTY WHICH WILL TRAVERSE JURISDICTIONAL BOUNDARIES: AND FOR OTHER PURPOSES.

WHEREAS, Ashwood Development Company is the owner of certain real property more particularly described in Exhibit "A" (the "Property"). The Property is located both in the city limits of Atlanta and in unincorporated DeKalb County; and

WHEREAS, Ashwood Development Company proposes to develop said property and construct improvements thereon consisting of a 52 unit family residential condominium complex and related amenities (hereinafter the "Improvements"), such Improvements to be located both in the city limits of Atlanta and in unincorporated DeKalb County; and

WHEREAS, pursuant to these Improvements 21 condominium units will be located in the City of Atlanta and 31 condominium units will be located in unincorporated DeKalb County;

WHEREAS, in order to ensure the orderly, economical and logical provision of certain public services to the Property, an Intergovernmental Agreement between the City of Atlanta and DeKalb County, to which Ashwood Development Company is a party, is desirable to resolve potential governmental conflicts concerning building permits, certificates of occupancy, building

for police, fire and emergency services for the structure that bisects jurisdictional lines;

WHEREAS, an Intergovernmental Agreement is required by Article IX, Section II, Paragraph 3(b)(1) of the Georgia Constitution, to provide for the provision of certain public services by local governments outside of their jurisdictional boundaries; and

WHEREAS, the Council of the City of Atlanta deems it to be in the best interests of the City to enter into such an Intergovernmental Agreement;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ATLANTA, AS FOLLOWS:

SECTION ONE

That the Major be authorized to execute an Intergovernmental Agreement on behalf of the City of Atlanta with DeKalb County and Ashwood Development Company which provides for the delivery of certain public services to the Property and which addresses the provision of overlapping services between jurisdictions.

SECTION TWO

That the Intergovernmental Agreement be in a form similar to that attached as Exhibit "A" hereto. This agreement shall not be binding on the City, and the City shall not incur liability on same until it is approved as to form by the City Attorney, executed by the Mayor, and delivered to the contracting parties. Should Dekalb County cause substantial changes to be made in the proposed Intergovernmental Agreement, said proposed changes shall be referred back to the City Council for further review and approval.

SECTION THREE

That any provision of Part 8, Chapter 2, of the Code of ordinances pertaining to permitting, payment of fees and building code enforcement are hereby waived to the extent of any conflict with the delegation of such authority to DeKalb County.

SECTION FOUR

That all other ordinances and parts of ordinances in conflict herewith be waived for this time only.

A true copy,

Thousan Drughin Johnson

Municipal Clerk, CMO

ADOPTED as amended by the Council APPROVED by the Mayor

MAR 18, 2002 MAR 26, 2002

INTERGOVERNMENTAL AGREEMENT

THIS INTERG	OVERNMENTAL A	GREEMENT is	made this	day of
, 2002	by and among CIT	Y OF ATLANTA,	a political su	bdivision of the
State of Georgia (the "C	City"), and DEKALB	COUNTY, a politi	cal subdivision	of the State of
Georgia ("DeKalb Cour	ty"), by and through	the respective gove	erning authorit	ies of each said
jurisdiction pursuant to	the provisions of A	article IX. Section	II Para III	of the Georgia
Constitution of the State	of Georgia of 1983, a	s amended and the	general speci:	al and local laws
of said state, and the r	esolutions and ordina	ances of each said	iurisdiction a	nd ASHWOOD
DEVELOPMENT COM	PANY, a Georgia cor	poration duly quali	fied and autho	rized to conduct
business in the State of C	eorgia ("Ashwood").	poration daily quair	ned and addition	rized to conduct

WITNESSETH:

WHEREAS, Ashwood is the owner of certain real property more particularly described in Exhibit "A", attached hereto and by this reference made a part hereof (the "Property"). The Property is located both in the City (within Fulton County) and in unincorporated DeKalb County; and

WHEREAS, Ashwood proposes to develop the Property and construct improvements thereon consisting of a Fifty-Two (52) unit multi-family residential condominium complex and related amenities (the "Improvements"), such Improvements to be located in both the City and in unincorporated DeKalb County (hereinafter referred to as the "Project"); and

WHEREAS, the Project is more particularly described in a detailed site plan, including without limitation, engineer's and architect's drawings and further including that certain Site Plan for Ashwood Development Company prepared by Arcadis, Geraghty & Miller, dated July 13, 2001, (the "Plan"), a copy of which is attached as Exhibit "B" and by this reference incorporated herein; and

WHEREAS, pursuant to the Plan, Thirty-One (31) of the condominium units will be located in the unincorporated portion of DeKalb County and Twenty-One (21) of the condominium units will be located in the City; and

WHEREAS, the Property currently is zoned by the City and DeKalb County to accommodate the Project as reflected in the Plan (see Exhibit "C" attached hereto and by this reference made a part hereof for a copy of City of Atlanta legislation 01-0-0464/Z-01-07 rezoning said Property within the City of Atlanta from R-3 to PD-H and Exhibit "D" attached hereto containing City of Atlanta and Dekalb County authorizing documents); and

WHEREAS, in order to ensure the orderly, economical and logical provision of certain public services to the residents and owners of the Project, the City and DeKalb County wish to resolve any potential governmental conflicts concerning building permits, final certificates of occupancy, and building code enforcement for one or more structures which are bisected by jurisdictional lines, and to provide for water service, sewer service, utility service, emergency



services, law enforcement, judicial services, fire protection and other similar services to the entire Project; and

WHEREAS, Article IX, Section II, Paragraph III(b)(1) of the Georgia Constitution authorizes and requires local governments to enter into agreements with each other for the provision of certain public services outside their jurisdictional limits;

NOW THEREFORE, FOR AND IN CONSIDERATION of the sum of Ten and No/100ths Dollars (\$10.00), the foregoing recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City, DeKalb County and Ashwood do hereby agree as follows:

Inspecting and Permitting

- 1. The parties agree that the City shall have exclusive jurisdiction for approving, inspecting and permitting the portion of the Project located within the City, pursuant to the ordinances and regulations of the City and applicable City zoning and building code enforcement. The City will collect all fees applicable to such permitting and inspections.
- 2. The parties agree that DeKalb County shall have exclusive jurisdiction for approving, inspecting and permitting the portion of the Project located within unincorporated DeKalb County, pursuant to the ordinances and regulations of DeKalb County and applicable DeKalb County zoning and building code enforcement. DeKalb County will collect all fees applicable to such permitting and inspections.
- 3. The City assumes all responsibility for the approval and issuance of all permits relating to the construction of the portion of the Project located within the City and shall further be responsible for all inspections of the portion of the Project located within the City, including inspections to be conducted prior to the issuance of a final certificate of occupancy ("C.O.") for the Improvements located within the City and inspections to be conducted after the issuance of a final C.O. for the Improvements located within the City, all in accordance with applicable City laws, ordinances, and regulations. The City shall have sole and final authority to issue a final C.O. for the Improvements located within the City. A sign shall be appropriately placed along the internal roadway indicating entry into City of Atlanta jurisdiction. Said roadway shall be designed so that the entry into each jurisdiction is substantially uniform and consistant.
- 4. DeKalb County assumes all responsibility for the approval and issuance of all permits relating to the construction of the portion of the Project located within DeKalb County and shall further be responsible for all inspections of the portion of the Project located within DeKalb County, including inspections to be conducted prior to the issuance of a final certificate of occupancy ("C.O.") for the Improvements located within DeKalb County and inspections to be conducted after the issuance of a final C.O. for the Improvements located within DeKalb County, all in accordance with applicable DeKalb County laws, ordinances, and regulations. DeKalb County shall have sole and final authority to issue a final C.O. for the Improvements located within DeKalb County.

Water and Sanitary Sewer Services

- 5. DeKalb County shall provide water service to the entire Project from the existing water line on Buford Highway, as more particularly shown on the Plan. DeKalb County Water Department will receive the application for such service, collect the appropriate tap fees and make the necessary connections. DeKalb County shall bill for water usage for the entire Project in accordance with standard practices and procedure and shall provide timely copies of said bills to the City of Atlanta as set forth in paragraph 6. The City shall not impose any service fees, entitlement fees, impact fees, tap fees or other fees on Ashwood or any subsequent owner of the Project for such water service.
- 6. The City shall provide sanitary sewer service to all parts of the Project. The City shall collect applicable sewer tap fees and approve the sewerage service plan for the Project. As sewer service billings are determined by water meter readings, DeKalb County shall transmit to the City of Atlanta copies of the water bills for all 52 units within ten (10) business days of the generation of each said bill. The City shall bill for sanitary sewer service and charges in accordance with standard practices and procedure and will determine the amount of sewer usage by reviewing said DeKalb County water bills to be timely provided to the City. DeKalb County shall not impose any service fees, entitlement fees, impact fees, tap fees or other fees on Ashwood or any subsequent owner of the Project for such sewer service.

Emergency and Other Services

- 7. DeKalb County shall provide emergency services, law enforcement, library services, judicial services, fire protection, sanitation services and other similar services to the portion of the Project located in DeKalb County.
- 8. The City shall provide emergency services, law enforcement, library services, judicial services, fire protection, sanitation services and other similar services to the portion of the Project located in the City.

Indemnification

- 9. To the extent permitted by law, the City shall indemnify, defend and save and hold harmless DeKalb County from and against any and all claims, demands, counterclaims, damages, disbursements, losses, judgments, liabilities, penalties, injuries, fines, litigation, lawsuits and other proceedings and costs and expenses (including reasonable attorneys' fees and expenses) which accrue against or are incurred by DeKalb County and which arise from or out of the obligations and responsibilities assumed by the City with respect to the Project as set forth in this agreement. The foregoing indemnity is in no way conditioned upon fault on the part of the City or upon any other event, occurrence, matter or circumstance, except as specifically set forth in this Agreement.
- 10. To the extent permitted by law, DeKalb County shall indemnify, defend and save and hold harmless the City from and against any and all claims, demands, counterclaims, damages, disbursements, losses, judgments, liabilities, penalties, injuries, fines, litigation,

lawsuits and other proceedings and costs and expenses (including reasonable attorneys' fees and expenses) which accrue against or are incurred by the City and which arise from or out of the obligations and responsibilities assumed by DeKalb County with respect to the Project as set forth in this Agreement. The foregoing indemnity is in no way conditioned upon fault on the part of DeKalb County or upon any other event, occurrence, matter or circumstance, except as specifically set forth in this Agreement.

Miscellaneous

- 11. This Agreement is intended to run with the land and shall be binding upon the respective governmental jurisdictions and Ashwood and any subsequent owner of the Project. This Agreement may be recorded in the real property records of DeKalb County and Fulton County.
- 12. Ashwood hereby agrees to all provisions of this Agreement, and waives any claim that any of the provisions made herein are unlawful, invalid, or beyond the scope of the City's or DeKalb County's lawful power to undertake.
- 13. This Agreement shall not be binding and may not be recorded until formal approval is granted by the appropriate authorities in each of the respective jurisdictions. By its execution hereof, each of the undersigned jurisdictions represents that all necessary action has been taken to authorize and approve this Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed, sealed and delivered by the Chief Executive Officer of DeKalb County, Georgia and the Mayor of the City of Atlanta, Georgia each thereunto duly authorized in accordance with law as of the effective date first above stated.

Signed, sealed and delivered before me as of the date first above written.	CITY OF ATLANTA, GEORGIA	
	By:(SEAL)	
Notary Public	Printed Name: Title:	
My commission expires:		
[NOTARIAL SEAL]	Attest: Printed Name: Title:	(SEAL)
Signed, sealed and delivered before me as of the date first above written.	APPROVED AS TO FORM:	
		(SEAL)
Notary Public	City Attorney	
My commission expires:		
[NOTARIAL SEAL]		
Signed, sealed and delivered before me as of the date first above written.	APPROVED:	
		(SEAL)
Notary Public	Commissioner, Public Works Departm and Director, Bureau of Buildings	ent
My commission expires:		
INOTARIAI SEALL		

Signed, sealed and delivered before me as of the date first above written.	DEKALB COUNTY, a political subdivision of the State of Georgia
Notary Public My commission expires: [NOTARIAL SEAL]	By:(SEAL) Vernon Jones, Chief Executive Officer Attest: Title:
	[AFFIX SEAL OF DEKALB COUNTY]
APPROVED AS TO FORM:	ATTESTED:
Charles Hicks County Attorney	By: Michael Bell, Ex-Officio Clerk of the Chief Executive Officer and Board of Commissioners of DeKalb County, Georgia

Signed, sealed and delivered before me as of the date first above written.	ASHWOOD DEVELOPMENT Georgia corporation	COMPANY, a
	By:	
Notary Public	(SEAL)	
	Printed Name:	
My commission expires:	Title:	
[NOTARIAL SEAL]	Attest:	(SEAL)
,	Printed Name:	· · · · · · · · · · · · · · · · · · ·
	Title:	
intergovernmentalagr	[CORPORA]	ΓE SEAL]

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 154, 18th DISTRICT, DEKALB COUNTY, GEORGIA AND LAND LOTS 6 AND 7, 17th DISTRICT, FULTON COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY RIGHT-OF-WAY OF BUFORD HIGHWAY (STATE HIGHWAY 13) HAVING A VARIABLE RIGHT-OF-WAY AND THE LINE DIVIDING DEKALB COUNTY AND FULTON COUNTY;

THENCE NORTHEASTERLY ALONG SAID RIGHT-OF-WAY 156.84 FEET TO A 1/2" REBAR SAID POINT BEING THE POINT OF BEGINNING;

THENCE LEAVING SAID RIGHT-OF-WAY NORTH 71°33'18" WEST FOR A DISTANCE OF 114.51 FEET TO A POINT ON THE DEKALB/FULTON COUNTY LINE;

THENCE ALONG SAID COUNTY LINE NORTH 00 °00'36" EAST FOR A DISTANCE OF 40.75 FEET TO A POINT;

THENCE LEAVING SAID COUNTY LINE SOUTH 89 041'09" WEST FOR A DISTANCE OF 134.38 FEET TO A POINT IN THE CENTER OF NORTH FORK PEACHTREE CREEK;

THENCE FOLLOWING THE CENTERLINE OF SAID CREEK THE FOLLOWING COURSES AND DISTANCES NORTH 07º36'22" WEST FOR A DISTANCE OF 41.49 FEET TO A POINT;

THENCE NORTH 23°35'33" WEST FOR A DISTANCE OF 126.47 FEET TO A POINT:

THENCE NORTH 35011'26" WEST FOR A DISTANCE OF 35.28 FEET TO A POINT:

THENCE NORTH 44°39'28" WEST FOR A DISTANCE OF 193.24 FEET TO A POINT;

THENCE NORTH 27054'22" WEST FOR A DISTANCE OF 55.51 FEET TO A POINT:

THENCE NORTH 10041'19" WEST FOR A DISTANCE OF 48.29 FEET TO A POINT

THENCE NORTH 19°22'32" EAST FOR A DISTANCE OF 35.27 FEET TO A POINT;

THENCE NORTH 44º47'26" EAST FOR A DISTANCE OF 40.02 FEET TO A POINT;

THENCE NORTH 54°04'36" EAST FOR A DISTANCE OF 39.93 FEET TO A POINT; THENCE NORTH 69°26'43" EAST FOR A DISTANCE OF 59.59 FEET TO A POINT;

THENCE SOUTH 89 043'43" EAST FOR A DISTANCE OF 75.38 FEET TO A POINT;

THENCE SOUTH 80°22'01" EAST FOR A DISTANCE OF 181.61 FEET TO A POINT ON THE FULTON/ DEKALB COUNTY LINE;

THENCE LEAVING SAID CENTERLINE OF CREEK SOUTH 00° 27'37" WEST FOR A DISTANCE OF 125.96 FEET TO A 1" OPEN TOP PIPE;

1/1

THENCE LEAVING SAID COUNTY LINE NORTH 88 053'01" EAST FOR A DISTANCE OF 40.00 FEET TO A POINT:

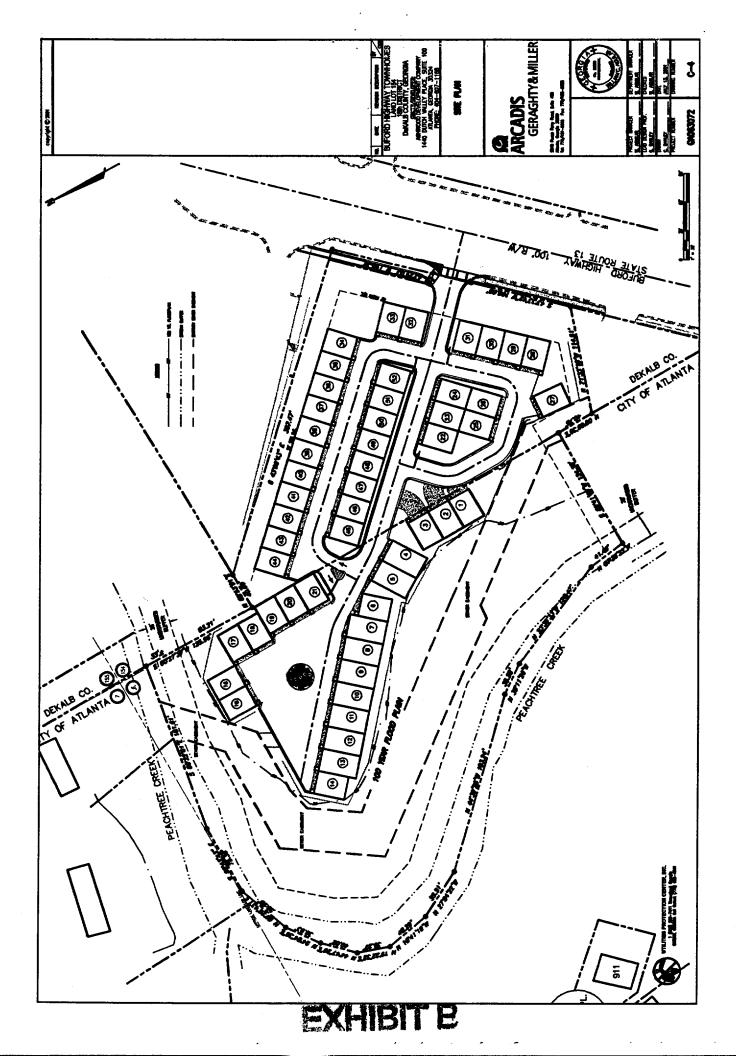
THENCE SOUTH 43 º08'43" EAST FOR A DISTANCE OF 357.47 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY OF BUFORD HIGHWAY (STATE HIGHWAY 13);

THENCE ALONG SAID RIGHT-OF-WAY SOUTH 43°24'03" WEST FOR A DISTANCE OF 149.32 FEET TO A PK NAIL IN ASPHALT:

THENCE SOUTH 43 033'42" WEST FOR A DISTANCE OF 106.05 FEET TO A 1/2" REBAR AND THE POINT OF BEGINNING;

SAID TRACT CONTAINS 214,487 SQUARE FEET OR 4.924 ACRES.







CORRECTED COPY

01-17-0464

City Council Atlanta, Georgia

AN ORDINANCE BY: ZONING COMMITTEE **Z-01-07** 2/13/01

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, as follows:

SECTION 1. That the Zoning Ordinance of the City of Atlanta be amended, and the maps established in connection therewith be changed so that the following property located at the rear of 2620 Buford Highway, N.E., be changed from the R-3 (Single-Family Residential) District, to the PD-H (Planned Development-Housing) District, to wit:

ALL THAT TRACT or parcel of land lying and being in Land Lots 6 & 7 of the 17th District, Fulton County, Georgia, being more particularly described by the attached legal description.

Property forms the rear of DeKalb County parcel 2664 Buford Highway. The public street frontage associated with this property is not located in the City of Atlanta.

SECTION 2. That this amendment is approved under the provisions of Chapter 19 entitled, "PD Planned Development District," and Chapters 19A through 19D (as applicable) of the Zoning Ordinance of the City of Atlanta, and the Director, Bureau of Buildings, shall issue a building permit for the development of the above described property only in compliance with the applicable provisions of these Chapters and with the attached conditions.

SECTION 3. That the maps referred to, now on file in the Office of the Municipal Clerk, be changed to conform with the terms of this ordinance.

SECTION 4. That all ordinances or parts of ordinances in conflict with the terms of this ordinance are hereby repealed.

Plende Daughen Johnson APPROVED as per City Charles Section 2-403

Municipal Clerk, CMC

ADOPTED as amended by the Council

JUL 02, 2001

JUL 11, 2001

EXHIBIT C

CORRECTED COPY

EXHIBIT "D"

AUTHORIZING ORDINANCE

			RECEIVED
	Rhonda Dauphin Johnson Municipal Clerk		
		Re: 02-O-0456 Legislative ID Number (Ordinal)	ance/Resolution)
		Mar 18, 02 Adoption Date	Mar 26, 02 Approval Date
	Councilmember	Department Head	
Name:	Municipal Class //	· -0 C1 11	
Dept/Bureau: E-Mail Address	Municipal Clerk / Cou		
Telephone No:		Fax No:	_
Signature(s) of Co	ouncilmember and/or Department Head		
1.) What is the	requested change/correction? (Give	e detailed description; Use additional pa necessary; Provide supporting att	ge(s) if achments as needed.)
Remove Ex	hibit A "Swann Preserve Pro	operty Division"	
Insert Exhib	oit C "01-O-0464" An Ordina	nce By Zoning Committee	
Insert Exhib	oit D "Authorizing Ordinance	" cover sheet	
	Pa	age l	

Atlanta City Council

Regular Session

CONSENT I

Pgs 1-13; Except 02-0-0167; 02-0-0458

ADOPT

SEE ATTACHED LISTING OF ITEMS ADOPTED/ADVERSED ON CONSENT AGENDA

11 YEAS:

NAYS: 1

ABSTENTIONS:

NOT VOTING: EXCUSED:

ABSENT 1

Y Smith Y Starnes NV Young Y Winslow

Y Archibong Y Moore Y Fauver

Y Shook

Y Muller

B Martin

Y Maddox

N Boazman

NV Mitchell

Y Norwood Y Willis

NV Woolard

ITEM (S) REMOVED FROM

CONSENT AGENDA 02-0-0167

02-0-0458

CORRECTED COPY

03/18/02 Council Meeting

ITEMS ADOPTED ON CONSENT AGENDA

ITEMS ADOPTED ON CONSENT AGENDA

ITEMS ADVERSED ON CONSENT AGENDA

1. 02-O-0361
2. 02-0-0456
3. 02-O-0465
4. 02-O-0466
5. 02-O-0468
6. 02-O-0469
7. 02-O-0335
8. 02-O-0336
9. 02-0-0462
10. 02-O-0342
11. 02-O-0378
12. 02-O-0251
13. 02-O-0324
14. 02-O-0346
15. 02-O-0254
16. 02-O-0352
17. 02-R-0165
18. 02-R-0382
19. 02-R-0407
20. 02-R-0483
21. 02-R-0484
22. 02-R-0194
23. 02-R-0482
24. 02-R-0252
25. 02-R-0388

26. 02-R-0391 27. 02-R-0409

28. 02-R-0446 29. 02-R-0448 30. 02-R-0449 31. 02-R-0472 32. 02-R-0395 33. 02-R-0406 34. 02-R-0412 35. 02-R-0413 36. 02-R-0414 37. 02-R-0415 38. 02-R-0416 39. 02-R-0417 40. 02-R-0418 41. 02-R-0419 42. 02-R-0420 43. 02-R-0421 44. 02-R-0422 45. 02-R-0423 46. 02-R-0447

47. 02-R-0410 48. 02-R-0411 49. 02-R-0424 50. 02-R-0425 51. 02-R-0426 52. 02-R-0427 53. 02-R-0428 54. 02-R-0429 55. 02-R-0430 56. 02-R-0431 57. 02-R-0432 58. 02-R-0433 59. 02-R-0434 60. 02-R-0435 61. 02-R-0436 62. 02-R-0437 63. 02-R-0438 64. 02-R-0439 65. 02-R-0440 66. 02-R-0441 67. 02-R-0442 68. 02-R-0443 69. 02-R-0444 70. 02-R-0445

	First Reading	ading	FINAL COUNCIL ACTION
0.2 0.0456	Committee		□2nd □1st & 2nd □3rd
(Do Not Write Above This Line)	Chair Referred to		Readings
	Committee	Committee	□Consent □V Vote ☑AC Vote
An Ordinance by Councilmember Howard Shook:	S S S S S S S S S S S S S S S S S S S	Date	CERTIFIED
To Authorize the Mayor to enter	J / 3	Chair	
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Serposes.	neier lo		
102 O T NAM	Committee	Committee	(5) MAR 1 8 2002 [U]
AS A COUNCIL	Date	Date	AL BALL OF
CONSENT REFERREGULAR REPORT REFER	Chair	Chair	
D ADVERTISE & REFER1st ADOPT 2nd READ & REFERPERSONAL PAPER REFER	Action: Fav, Adv, Hold (see rev. side)	Action: Fav, Adv, Hold (see rev. side)	MAYOR'S ACTION
Date Referred ろしいこ	Other:	Other:	
Referred To: Finance (Executive	Members	Members	
Date Referred			fuller transfer
Referred To:			
Date Referred	Refer To	Refer To	
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